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Afton Ellison
Senior Analyst
State Government Relations

COPY

Posted: toedDept: S.A.Date: 6/27/12Time: 3:40

June 27, 2012

VIA HAND DELIVERY

Ms. Jocelyn Boyd
Chief Clerk and Administrator
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

RECEIVED

JUN 27 2012

PSC SC
MAIL / DMS

RE: Docket No. 2006-159-C – Interconnection Agreement between Frontier Communications, Inc. f/k/a Verizon South, Inc. and Comcast Phone of South Carolina, Inc. d/b/a Comcast Digital Phone

Dear Ms. Boyd:

Enclosed is a hard copy of Amendment No.1 with revised and restated amendments to the Interconnection Agreement between the above referenced companies, which is being filed with your office for information and/or approval. If you have any questions concerning this matter please do not hesitate to contact me at (803) 250-9411

Sincerely,

Afton Ellison

Enclosure

cc: James M. McDaniel, ORS

AMENDMENT NO. 1
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER COMMUNICATIONS OF THE CAROLINAS INC.
AND

COMCAST PHONE OF SOUTH CAROLINA, LLC d/b/a COMCAST DIGITAL PHONE

This Amendment No. 1 (this "Amendment") shall be deemed effective upon signature by both Parties (the "Amendment Effective Date") by and between Frontier Communications of the Carolina, Inc., f/k/a/ Verizon South Inc., a Delaware corporation with principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, and Comcast Phone of South Carolina, LLC d/b/a Comcast Digital Phone, a South Carolina, limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. Frontier and Comcast may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the state of South Carolina (the "State").

WITNESSETH:

WHEREAS, Frontier and Comcast are Parties to an Interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated February 3, 2006 (the "Agreement"); and

WHEREAS, the Parties agree to amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the rates, terms and conditions set forth in this Section 3 of the Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
 - 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
 - 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
 - 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
 - 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
 - 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
 - 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
 - 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
3. The Agreement shall be modified as follows:
- 3.1 Paragraphs 4.1 and 4.2 of the Additional Services Attachment to the Agreement shall be deleted and new paragraphs 4.1 and 4.2 shall be inserted as follows:
 - 4.1 Directory Listings (White Pages) - A basic business listing for each Comcast business Customer shall be included in the Frontier white pages directory for such Comcast Customer's specific geographic area at no charge to either Party other than a nonrecurring order charge as set forth in Pricing for orders to add new listings or change an existing listing. No order charge, or other charge, will be assessed to Comcast by Frontier for a deletion of an existing listing. Other listings that are made available to Frontier Customers (e.g. additional listings, non-published status, foreign listings, etc.) will be made available to Comcast Customers on the same rates, terms and conditions as available to Frontier Customers. Comcast Customer government listings will be listed in the same manner as Frontier Customer government listings. Comcast, at its sole discretion, may provide residential listings to Frontier, but Comcast is not required to do so. Frontier, at its sole discretion, may publish Comcast residential listings provided by Comcast, but Frontier is not required to do so. If Comcast submits and Frontier chooses to publish a Comcast residential listing, the Directory Listing Service order charge will apply.
 - 4.2 Directory Listings (Yellow Pages) Frontier will provide Comcast Customers with the same yellow page services on the same terms and conditions as those provided to Frontier Customers. Frontier will provide each Comcast Customer within the geographical

area covered by the yellow pages directory a basic listing in Frontier "yellow pages" under the classified heading that most accurately reflects the primary nature of the Comcast Customer's business at no charge to Comcast or Comcast's Customers for this listing other than a nonrecurring order charge as set forth in Pricing for orders to add new listings or change an existing listing. No order charge, or other charge, will be assessed to Comcast by Frontier for a deletion of an existing listing. Frontier will supply Comcast with a list of authorized classified headings and make available to Comcast updates to such list. Comcast agrees to supply Frontier, on a regularly scheduled basis and in the format mutually agreed between Comcast and Frontier, with a classified heading assignment for each Comcast Customer who wishes to receive this listing. Frontier shall provide Comcast with monthly schedules (for a rolling twelve (12) month period) for Yellow Pages publications in the State.

- 3.2 A new Paragraph 4.12 will be added to the Agreement as follows:

4.12 Meaning of Provisions in Section 4 – Notwithstanding any other provision of this agreement, Comcast is not required to submit any residential customer's listing information to Frontier for inclusion in the Frontier white pages directory. Rather, under this agreement, Comcast may, in its sole discretion, provide residential customer listing information to Frontier for inclusion in the Frontier white pages directory for all, part, or none of Comcast's customers. The provisions of Section 19 govern the terms and conditions under which Comcast may elect to provide a particular residential customer's listing information for inclusion in the Frontier white pages directory.

- 3.3 Section 3 of the Additional Services Attachment to the Agreement shall be deleted in its entirety and a new Section 3 shall be inserted as follows:

3. Directory Assistance (DA)

Each Party currently provides directory assistance to its End Users through a third party directory assistance provider. To the extent Frontier provides its listing information to such third party directory assistance provider, Frontier shall, at the same time, provide Comcast's listing information, provided to Frontier by Comcast under terms of this agreement, to the third party directory assistance provider. Neither Party shall knowingly or intentionally cause its third party directory assistance provider to restrict access to the other Party's listing information.

Either Party may in its sole discretion select a different third party directory assistance provider or self provision directory assistance. To the extent that a Party's change in directory assistance provider impacts the access to and provision of the other Party's listing information, either Party will notify the other Party and the Parties agree to negotiate an amendment, if necessary, to this Agreement to reflect changes required to allow continued availability of each Party's End User subscriber listing information to the other Party's End Users.

Ancillary Services

3.4 The Pricing Attachment of the Agreement is modified by adding the as follows;

Nonrecurring Directory Listing Service Order Charge	\$1.66
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This charge applies to all Directory Listings orders submitted by Comcast to Frontier for new or changes to existing listings.

Ancillary Services

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Comcast Phone of South Carolina, LLC
d/b/a Comcast Digital Phone

By: _____



Printed: Michael Clancy

Title: VP Carrier Management

Date: _____

3-14-2012

Frontier Communications of the Carolinas,
Inc., f/k/a Verizon South Inc.

By: _____

Pete Hayes
EVP – Commercial Sales & Support

Date: _____

4-11-12

